

## Environmental Protection Agency

1552.216-72

twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontracts under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes ☐ No ☐

If yes, name and location of the Government agency: \_\_\_\_\_

Period of Approval: \_\_\_\_\_

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes ☐ No ☐

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes ☐ No ☐

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency \_\_\_\_\_

Are your purchasing policies and procedures written?

Yes ☐ No ☐

(r) Does your firm have an established written incentive competition or bonus plan?

Yes ☐ No ☐

(End of provision)

(Approved by the Office of Management and Budget under control number 2030-0006)

[49 FR 8867, Mar. 8, 1984, as amended at 54 FR 36980, Sept. 6, 1989; 55 FR 13535, Apr. 11, 1990]

### 1552.216-70 Award Fee.

As prescribed in 1516.405(a), insert the following clause:

#### AWARD FEE (MAY 2000)

(a) The Government shall pay the contractor a base fee, if any, and such additional fee as may be earned, as provided in the award fee plan incorporated into the Schedule.

(b) Award fee determinations made by the Government under this contract are unilaterally determined by the Fee Determination Official (FDO). The amount of the award fee to be paid is determined by the Government's judgmental evaluation of the contractor's performance in terms of the criteria stated in the contract. This determination and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

(c) The Government may unilaterally change the award fee plan at any time, via

contract modification, at least thirty (30) calendar days prior to the beginning of the applicable evaluation period. Changes issued in a unilateral modification are not subject to equitable adjustments, consideration, or any other renegotiation of the contract.

(End of clause)

[60 FR 43404, Aug. 21, 1995, as amended at 65 FR 31500, May 18, 2000]

### 1552.216-71 Date of incurrence of cost.

At prescribed in 1516.307, insert the following contract clause in cost-reimbursement contracts when an anticipatory cost letter has been issued on the project. The beginning dates and the not-to-exceed amount to be inserted in the clause should be those in the anticipatory cost letter.

#### DATE OF INCURRENCE OF COST (APR 1984)

The Contractor is entitled to reimbursement for allowable, allocable costs incurred during the period of \_\_\_\_\_ to the award date of this contract in an amount not to exceed

\$ \_\_\_\_\_  
All terms and conditions of this contract are in effect from

(End of clause)

### 1552.216-72 Ordering—by designated ordering officers.

As prescribed in 1516.505(a), insert the following in indefinite delivery/indefinite quantity contracts.

#### ORDERING—BY DESIGNATED ORDERING OFFICERS (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from \_\_\_\_\_ through \_\_\_\_\_. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall